

## **PAYMENT APPROVAL NOTE**

Ref: IMIB/ADMIN/2019/NOV/01

Date: 04th Nov'2019

Sub: Approval for advance payment for Renewal of HBSP subscription from June 2019 to May 2020

We have received requirement for payment for above mentioned from Library department. The details of the bills are as follows

A. Invoice details

Sl. No.	Invoice No.	Date	Total Amount (Rs.)	Remarks	
1.		0 4th November'2019	USD 15046.89/-	at make a second transfer of the second trans	
	Net Paya	ble Amount	USD 15046.89/-		

The above bill has been verified & checked and found correct. It is submitted for kind approval for payment of USD 15046.89 (USD Fifteen Thousand Fourty Six and Eighty Nine Only).

In favour of

: Harvard Business School Publishing Corporation, US (Electronic transfer)

Attachment

: Invoice No. 10769481 & Wire Payment Details and Approved Note.

Bank Details:

Account No.

2000000011593

**Account Name** 

Harvard Business School Publishing Corporation

Bank

**IP Morgan Chase** 

**Address** 

270 Park Ave, New York, NY 10017 US

Wire ABA Routing

021000021

**ACH ABA Routing** 

028000024

**SWIFT Code** 

CHASUS33

Chief Manager Administration

(Initiator-Prazeen Mandal)

Sr. Manager

(F&A-Pranab Ghosh)

(Member - Chetan Gupta)

Chief Administrative Officer

(Philips Stanley)

Chairperson - Payment Committee

(Prof Ramkrushna Panigrahi)

\* Invoices should be signed by the Admin



BILL TO

International Management Institute -Bhubaneswar IDCO Plot No 1 Gothapatna, Malipada Distt- Khurda Bhubaneswar, 751003 INDIA

## STATEMENT OF ACCOUNT

STATEMENT DATE **CUSTOMER NUMBER** 06-OCT-2019

CURRENCY

20886227

USD

BANK INSTRUCTIONS

**Account Number** 

20000000011593

Account Name

Harvard Business School Publishing Corporation.

Bank

JP Morgan Chase

270 Park Ave

Address

New York, NY 10017 US

Wire ABA Routing

021000021

ACH ABA Routing

028000024

SWIFT Code

CHASUS33

## HARVARD BUSINESS PUBLISHING CUSTOMER SERVICE

- 1-800-988-0886 toll free
- +1-617-783-7500 phone
- +1-617-783-7555 fax

custserv@harvardbusiness.org

	INVOICE DATE			INVOICE AMT	BALANCE	CURRENT	OVER 30 DAYS OVE	R 45 DAYS OVE	R 60 DAYS OVE	R 90 DAYS
10769481	09/11/2019	10/11/2019	FY20 STD + lvey Agreement	15.046.89	15,046.89	15,046.89	0.00	0.00	0.00	0.00
P. F. (6) 1900			TOTAL	15,046.89	15,046.89	15,046.89	0.00	0.00	0.00	0.00

# India Site License Agreement (Standard + Ivey (S)+Non-HBS ) 2019-20

This Agreement establishes the relationship between <u>International Management Institute</u> - <u>Bhubaneswar (IMIBH)</u> and Harvard Business School Publishing (HBSP) regarding membership in the India Site License Program and the terms associated with it.

Harvard Business School Publishing publishes cases, reprints, and book chapters. <u>International Management Institute - Bhubaneswar (IMIBH)</u> is a qualified institution of higher learning in India that wishes to use HBSP materials in its management degree, diploma and/or Executive Education programs. Accordingly, HBSP hereby licenses Institution on a non-exclusive basis to use the HBSP Materials specified according to the terms and conditions of this Agreement.

#### Term and Territory

- 1. This Agreement shall be effective from June 1, 2019 until May 31, 2020
- 2. This Agreement is effective in India only. It excludes programs that the Institution operates at campuses or other locations outside India.
- 3. Upon the termination of this Agreement, all rights revert to HBSP and Institution shall immediately thereafter discontinue reproduction and sale of the Materials. Within six months after the termination or expiration of the Agreement, a final accounting shall be made.

## Access to Materials

Institution will obtain electronic access to master copies of and/or links to HBSP materials through HBSP's single click service, and will in turn distribute these copies to its duly enrolled students in print format. Electronic distribution of SingleClick links is not permitted, unless provided for under Schedule W. Unlicensed use of the Materials will result in immediate termination of the Agreement. Institution agrees to the following terms and conditions:

- Institution is responsible for diligently enforcing the terms of this Agreement, and in particular for seeing that only authorized users can access the products, that only genuine HBSP licensed content is used, and that all information, including the number of actual users, is fully and accurately reported to HBSP. Failure to adhere to these requirements is grounds for immediate termination of this Agreement.
- Institution will not share its username identification and password beyond those authorized by HBSP
  policies, and shall not disclose the identity or location of the links from which it accesses Majorian identification.

- 3. Institution may use electronic masters only for production of course materials during the term of this agreement. Whether protected or unprotected, the content files which contain the electronic masters remain the property of Harvard Business School Publishing, and are authorized for use only by those staff members of institution involved in course pack production for students. Electronic redistribution of protected or unprotected content files is not permitted. The masters themselves must not be stored, saved, emailed, shared, or posted on any course site. Doing so is in direct violation of the agreement and the school will be held liable for copyright violation.
- 4. Institution will assign no more than two administrators to be the designated people responsible for downloading master copies and reporting activities. Institution will provide contact information for the administrators to HBSP by emailing acadicenses@hbsp.harvard.edu.
- 5. Institution will report to HBSP any violations of these terms, and any unauthorized access to, or unauthorized use of, HBSP materials, and will assist HBSP as requested in any subsequent investigation.

If HBSP notifies Institution of any cases withdrawn Institution agrees to remove such cases from any filing system -- print or electronic -- immediately and to cease the production of these items. Institution shall remove all masters from any filing system within 6 months of use.

Institution agrees not to use any HBSP materials that have not been supplied by HBSP without prior written approval, nor to permit sale or distribution of unapproved versions of HBSP materials. This license supersedes any right and any reporting mechanism of any Reproduction Rights Organization (RRO) or other collective copyright management organization for which Institution might otherwise be eligible.

## Reporting and Payment

This license covers three payment models:

#### Flat fee license:

- For Schedule A materials used in the degree-granting programs listed in Schedule K, the fee for this license during the Contract Term is a flat fee calculated as follows:
  - USD \$86.12 for each full time 2 year degree / diploma student enrolled during the Contract Term or any part of the term. Includes \$ 20 for Ivey Starter pack.
- The account number for these programs will be: 20886227
- HBSP will bill Institution In one installment and will send the invoice upon contract signing. At the end of the contract term, HBSP will issue an additional invoice incorporating any adjustments necessary due to discrepancies between estimated enrollment and actual reported enrollment.

Usage-based payment for open enrolment programs:

- Fees for the following materials used in programs will be based on usage, at a discount of 42% off of current published U.S. academic list prices:
  - o All electronic materials used in programs not listed in Schedule K
  - o Electronic Materials used in Schedule K programs but not listed in Schedule A.
- The account number for these programs will be: 20886242
- HBSP will send Institution invoices after each usage report has been processed.

Usage-based payment for Custom Corporate programs:

- Fees for the materials used in "in-company" or company-specific custom executive Education programs will be based on usage, at a discount of 20% off regular academic list prices
- The account number for these programs will be: 20886245
- HBSP will send institution invoices after each usage report has been processed.

Institution will report each period's usage to the HBSP Sales Coordinator based on the schedule below, using the reporting template provided by HBSP:

September 15, 2019 December 15, 2019 March 15, 2020 June 15, 2020 Institution will make every reasonable effort to capture the status of product usage in Executive Education non-degree programs and will accurately report the results thereof. Usage for non-degree Executive Education programs must be reported separately from other orders. Each reporting period will include all days since the last submitted report. A report must be submitted via email even if there was no activity in the period.

Institution will pay Invoices generated by HBSP in a timely manner, in accordance with HBSP's terms and conditions as stated on each invoice.

## Tax Indemnity:

The payments to be made under the contract are net of all taxes and the Institution shall be responsible for any income tax and Indian indirect taxes like service tax, value added tax, goods and services tax, and other similar taxes, as may be applicable, attributable to the payments made or to be made under this contract to HBSP. The licensee hereby agrees to indemnify, hold harmless from against any and all fines, penalties, taxes (including interest thereon) (collectively "Liabilities") that may arise in India, asserted against HBSP to the extent that such Liabilities result from the default in payment of taxes attributable to the payments made or to be made to HBSP in India.

#### Copyright and Trademarks

All materials are copyrighted by HBSP or President and Fellows of Harvard College. This license conveys no right, title or interest in the intellectual property comprising the materials other than as specifically provided herein. Institution shall ensure that a printed copyright notice appears on each reproduced copy of the Materials in the format noted in Schedule T. Institution acknowledges that the names, marks, graphics and designs listed in Schedule U are the exclusive property of HBSP and/or President and Fellows of Harvard College. All names, marks, shields, graphics and designs to which this paragraph refers are collectively referred to herein as "trademarks", whether or not registered as trademarks in India.

Institution will promptly notify HBSP if it becomes aware of any piracy, counterfeiting, or other unauthorized use of trademarks or copyrighted material, and shall cooperate with HBSP in responding the such unauthorized use.

#### Right of Inspection

Institution will maintain books and records to document all copies of the materials accessed by Heritution users for a period of not less than two years. HBSP and/or its authorized representatives shall have the

## **Notices**

All notices under this license agreement will be sent to:

a. For HBSP: Brandon Hight Global Sales and Business Solutions Director Harvard Business School Publishing 20 Guest Street, Suite 700 Brighton, Massachusetts 02135 **United States** 

b. For International Management Institute -Bhubaneswar (IMIBH) Prof. Ramesh Behl Director, IMIBH, IDCO Plot No. 1, Village-Gothapatna, PO -Malipada, PS-Chandaka, Dist-Khurda, Bhubaneswar, Odisha 751003 (India)

## Agreed to on behalf of:

**HBSP** 

Brandon Hight

Global Sales and Business Solutions Director

International Management

Institute - Bhubaneswar

(IMIBH)

Prof. Ramesh Behl

Signature

Date:

Director International Management Institute

right during normal business hours to inspect, at its own expense. Institution books and records insofar as they pertain to the distribution of the materials pursuant to this Agreement. If any inspection discloses inaccurate reporting of past usage, and that inaccurate reporting resulted in over- or under- estimation of the license fee to which HBSP is entitled hereunder, the appropriate amount shall be immediately paid or refunded to the party entitled thereto. Should such audit uncover errors or omissions greater than 10% of what was reported for the period examined, Institution shall reimburse HBSP for the cost of the audit.



Director
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